

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 20-Mar-2003		4. REQUISITION/PURCHASE REQ. NO. W68MD9-3008-4897		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACW67		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW67-03-R-0008	
				X		9B. DATED (SEE ITEM 11) 24-Feb-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DACW67-03-R-0008, 8(a) Competitive Multiple Award Remediation Contract (MARC) for Washington, Oregon, Idaho and Montana A. This amendment four (0004) provides for the following changes and clarifications:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Mar-2003	

- (1) Revision to Section L – Instructions, Conditions, and Notices to Bidders.
- (2) Revision to [bid] SCHEDULE.
- (3) Revision to contract drawing by notation in the SPECIAL CLAUSES under Section 00800, Attachment A, after the “Index of Drawings.”
- (4) Revision to Section 01110 SUMMARY OF WORK for addition of paragraph 1.1.3 Existing Conditions.
- (5) Revision to Section 01145 SITE-SPECIFIC SUPPLEMENTARY REQUIREMENTS for addition of paragraph 1.4.4 Notice to Proceed.
- (6) Revision to Section 01410 ENVIRONMENTAL PROTECTION to paragraph 1.2.6 LNAPL Releases to Soil.
- (7) Revision to Section 01500, TEMPORARY CONSTRUCTION FACILITIES for deletion of paragraph 1.8 “Government Field Office.”

B. The following is provided for clarification purposes:

GENERAL: It is the intent of the Corps to have stockpiled dredge material removed from the site prior to start of field work.

Section 02230 Clearing and Grubbing: Several pieces of large, inert, scrap metal as well as several junk vehicles were observed during the site orientation. No additional information concerning quantities of scrap metal or junk vehicles is available.

The handling and disposal of hazardous materials is not a primary objective of this contract, however, the possibility exists that hazardous materials may be encountered during clearing and grubbing or debris removal activities. If encountered, disposal of hazardous materials would be addressed as a separate issue.

Section 02317 LNAPL Trench: Any surficial oversize debris and/or large scrap metal debris in the vicinity of the trench excavation was observed during the site orientation. No additional information is provided. For estimating purposes, subsurface debris requiring over excavation of 1/3 the volume of the neat line trench excavation should be used.

C. The government has complete confidence in their ability to answer technical questions submitted five days prior to request for proposal due date.

D. The attached revised sections are to be replaced in their entirety. Specifications changes are generally identified, for convenience, either by strikeout for deletions, and double underlining of text for additions or a single dark line in the right hand margin. All portions of the revised or new pages shall apply whether or not changes have been indicated.

E. The proposal submittal time and date is extended to March 28, 2003 at 2:00 p.m. LOCAL TIME.

F. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark outside of envelope in which your offer is enclosed to show amendment received.

Encl:

Section L (revised)

Schedule (revised)

00800A (revised)

01110 (revised)

01145 (revised)

01410 (revised)

01500 (revised)

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Section L – Instructions, Conditions, and Notices to Bidders

L.1. MAGNITUDE OF THIS PROJECT IS REPRESENTED BY THE FOLLOWING ESTIMATED PRICE RANGE: between \$5 million and \$25 million.

L.2. PROPOSALS: Proposals for the work described herein will be received until 2:00 p.m., local time, 26-28 March 2003, at the following address:

U. S. Army Corps of Engineers
Seattle District Contracting Division
ATTN: CENWS-CT-CB-CU
4735 East Marginal Way South
PO Box 3755
Seattle, WA 98124-3755

The required format is specified in this section, paragraph L.6. "PROPOSAL FORMAT."

NOTE: HAND-CARRIED PROPOSALS SHALL BE DELIVERED TO Contracting Division, Second Floor, Column C-5.

L.3. TYPE OF CONTRACT: The contracts awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity Firm Fixed Price type contracts.

L.4. GENERAL DESCRIPTION OF WORK:

It is anticipated that a wide variety of remedial and interim remedial activities will be included in the execution of this contract. A number of these types of activities are listed herein, however, this list is not intended to be exhaustive or all-inclusive but are only to be considered as examples of the types of activities, which might be required. New or emerging technologies, as they become available or applicable, may also be utilized during the term of this contract. Tasks required to prepare a site for investigation/survey or to remove immediate threats to human health or safety and imminent ecological threats might also be identified;

- a. Screening, identification, packaging and disposal of potentially hazardous waste.
- b. Removal, transport and disposal of hazardous and non-hazardous debris.
- c. Installation of security fencing, signage, barricades, warning flagging, etc.
- d. Temporary road installation, road repair, site access preparation, etc.
- e. Brushing, cleaning and grubbing.
- f. Removal/disposal/replacement of above ground and below ground storage tanks.
- g. Removal/disposal/replacement of buried and exposed piping,
- h. Removal/remediation/disposal of contaminated soils.
- i. Building demolition and debris removal disposal.
- j. Site restoration, seeding, replanting and revegetation.
- k. Water treatment systems to include installation, operation and maintenance.
- l. In-situ soil treatment and stabilization processes.
- m. Air quality monitoring.
- n. Asbestos, lead based paint and Radon abatement and mitigation
- o. Installation of water wells, monitoring wells, sampling wells, etc.
- p. Soil, water and air sampling and analysis.
- q. UXO avoidance capabilities and UXO Construction Support..

- r. Environmental facility/equipment upgrades.
- s. Waste minimization, and pollution prevention projects.
- t. Habitat restoration projects.
- u. Preparation of Management and Health & Safety Plans.
- v. Incidental design associated with the above activities.
- w. Landfill capping

L.5. PROPOSAL CONTENT: The Government intends to make the award selection without discussions. In order to maximize small business participation in this procurement, teaming arrangements or other small business consortiums are encouraged. However, the Government assumes no responsibility for the success of the "team" in obtaining a contract through the evaluation process or for the success or failure of the "team" under the contract by virtue of the preceding statement. The proposal must be complete and contain the offerers' most favorable terms. The proposal shall address and contain the information listed below. The information will be used by the Source Selection Board to evaluate and rate each proposal. Offerers are advised that conciseness and relevance of the proposal is important and unrelated information that is not pertinent will reduce evaluation scores. Proposals which provide only superficial coverage of the information required below may not receive additional consideration and may be excluded from the competitive range, if established. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

L.6. PROPOSAL FORMAT: In response to this RFP, the Small Business offerers shall submit two technical proposals. An original and four (4) copies each of the technical proposals in 3-ring binders labeled technical proposal one and technical proposal two (no heat or spiral bound proposals). An original and one (1) copy of the price proposal shall be submitted under a separate cover, also in 3-ring-binders (no heat or spiral bound proposals). The Standard Form 33 (Offer) and continuation sheets, acknowledgement of amendments (Standard Form 30), if applicable, and Section K, Representations and Certifications should be included in the Price Proposal. The original technical and price proposal copies shall be stamped "original" on the cover of each binder. The total combined (technical proposal one, technical proposal two and price) page limit is 150 pages. Proposal shall be single-sided only, with a minimum binding edge margin of 0.75 inches, and with a font no less than 11 point. A smaller type may be used on charts graphs, figures, diagrams, and schematics to accommodate a "make it fit" software capability, however, all text must be legible and easily read. If it is not easily readable, then it will not be evaluated. The page size of the Offerer's proposal shall not exceed 8 1/2" x 11". When included, foldout pages shall fold entirely within the document and shall only be used for graphic presentation. Foldout pages will be counted as two (2) pages. Each page of the proposal shall be numbered sequentially.

The following are excluded from the 150-page proposal limit:

- Section K, "Representations and Certifications",
- SF33 and continuation sheets,
- SF 30 Amendment(s),
- table of contents and lists of: tables, figures, and acronyms.
- [Copies of professional registration documentation](#)
- [Cover letter](#)

Offerers will NOT be allowed to incorporate pages by reference (no additional appendixes, addenda, etc.). Experience or clients noted as "Confidential" will not be considered for evaluation. Full disclosure will be required to receive credit.

Up to two (2) contracts may be awarded. All proposals shall contain the requirements stated within this solicitation document. Proposal clarity, organization (as requested in this solicitation), and cross-referencing is mandatory.

L.7. PERFORMANCE OF WORK BY CONTRACTOR: Offerer's attention is directed to FAR Clause 52.236-1, Performance of Work by Contractor. The successful offeror will be required to furnish the Contracting Officer a description of the work that will be performed by their organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be indicated in the space provided on the Proposal Form, or shall be furnished to the Contracting Officer within 10 days after award of the contract.

L.8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Contractor shall comply with OSHA standards as well as the Corps of Engineers General Safety Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes. (KCD APR 84)

L.9. CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE: Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSES paragraph titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated June 1993 can be ordered from the Government Printing Office (GPO) for by calling Telephone No. 202-783-3238.

L.10. TIME FOR ACCEPTANCE BY THE GOVERNMENT OF PROPOSALS: All offerers submitting proposals in response to this request agree that the Government shall have not less than 120 calendar days to accept any proposal, after the date indicated for receipt of proposals. In the event the Government cannot award a contract within this 120 calendar day period, any or all offerers may, at their option, extend the date for acceptance of their proposal or may resubmit their price proposals.

L. 11. DISPOSAL OF PROPOSALS: After award of the contract, proposal sets may be destroyed or may be kept for record. Proposal sets that are kept for record will be for Government use. Disclosure of proposal material, in whole or in part, outside the Government will be restricted only if the provisions of FAR Provision 52.215-1, Instructions to Offerers — Competitive Proposals, are in effect.

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION FAR 52.222-26 AND FAR 52.222-27.

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 -- INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (MAY 2001)

(a) *Definitions.* As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the

Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

52.216-1 -- TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Clause)

52.216-27 -- SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

52.222-23 -- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
To be added in individual task orders	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is to be added in individual task orders.

(End of Provision)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-12 -- NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS(MAY 2002)

(a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA

country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 -- SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
U.S. Army Corps of Engineers
Seattle District
4735 East Marginal Way South
Seattle, WA 98124-3755

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

SCHEDULE

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
<u>BASE ITEMS</u>					
0001	Mobilization and Demobilization	1	JOB	SUM	\$ _____
0002	Remedial Action Management Plan	1	JOB	SUM	\$ _____
0003	All Work for Phase I Tongue Point Landfill Remedial Action, except for Item Nos. 0001, 0002, and 0004 through 0015	1	JOB	SUM	\$ _____
0004	Construct Access Roads	1	JOB	SUM	\$ _____
0005	Abandon Monitoring Wells	1	JOB	SUM	\$ _____
0006	Install Permanent Utilities	1	JOB	SUM	\$ _____
0007	Subgrade Preparation	1	JOB	SUM	\$ _____
0008	Install LNAPL Collection Trench	2,100	SF	\$ _____	\$ _____
0009	Install LNAPL Sumps, Pumps, Controls, and Storage Tanks	1	JOB	SUM	\$ _____
0010	Procure, Load, Haul, and Place Preload Fill No. 1	12,000	CY	\$ _____	\$ _____
0011	Place Preload Fills Nos. 2 through 5	1	JOB	SUM	\$ _____
0012	Record Drawings 1/	1	JOB	SUM	\$20,000
0013	Operation and Maintenance During Construction	1	JOB	SUM	\$ _____
TOTAL BASE ITEMS					\$ _____
<u>OPTION ITEMS</u>					
0014	Remove, Transport, and Dispose of Tank Contents	800	GAL	\$ _____	\$ _____
0015	Operation and Maintenance Following Construction	12	MO	\$ _____	\$ _____
TOTAL OPTIONAL ITEMS					\$ _____
GRAND TOTAL					\$ _____

Notes:

CY - cubic yard

MO - month

SF - square feet

1/. The dollar amount established in Item No. 0012 shall not be revised by bidders. |

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INDEX OF DRAWINGS

Phase 1, Tongue Point Landfill Remedial Action,
Former Tongue Point Naval Air Station
Astoria, Oregon
File No. 335S/833-90-01

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title Sheet: Vicinity Map, Area Map, and Schedule of Drawings		2/13/03
2	G-2	Abbreviations, Legend and General Notes		2/13/03
3	G-3	Site Plan/Existing Conditions		2/13/03
4	C-1	Access Roads, Utilities, and Staging Areas		2/13/03
5	C-2	Well Abandonment and Protection Plan		2/13/03
6	C-3	Survey Control Plan		2/13/03
7	C-4	Subgrade Preparation and Stormwater Management Plan		2/13/03
8	C-5	Access Road and Stormwater Management Details		2/13/03
9	C-6	Temporary LNAPL Collection and Storage System Plan		2/13/03
10	C-7	LNAPL Collection Trench Sections and Details		2/13/03
11	C-8	Preload Plan		2/13/03
12	C-9	Preload Well Protection Details		2/13/03
13	M-1	LNAPL Collection and Storage System Details		2/13/03
14	M-2	Utility Pad, Compressor, and Water Supply Line Details		2/13/03
15	E-1	Electrical Diagrams and Schedules		2/13/03

INDEX OF DRAWINGS (Cont.)

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
16	E-2	Electrical Equipment Layout		2/13/03

REVISIONS TO DRAWINGS (BY NOTATION)

Sheet 10, Plate C-7

On Detail A "LNAPL COLLECTION TRENCH SECTION" at note referring to collection sump pipe change the text "24-inch (61-cm) Ø outside HDPE Pipe (Typ)" to read "24-inch (61-cm) Ø outside Pipe (Typ)."

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
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SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1, 2, & 3	Civil Works Project Identification and Safety Signs	REV 07APR88
1	Hard Hat Sign	10SEP90

END OF ATTACHMENT A, SECTION 00800

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

This section provides a summary of the various contract work elements and their relationship to each other. This summary does not provide the technical detail of the referenced sections for the particular work activities, but describes the work as a whole, providing overall perspective to the separate tasks and their interrelationships. Background on site conditions and previous investigations is also included. This section shall be used in conjunction with all the other sections and the Drawings to establish the total work requirements.

1.1.1 Work Covered by the Contract Documents

Contractor is advised that the contract work will consist of remedial action at the Tongue Point landfill site (Site) located in Clatsop County approximately 3 miles (4.8 kilometers) east of Astoria, Oregon. The remedial action will be conducted under the purview of Department of Defense's Defense Environmental Restoration Program for Formerly Used Defense Sites (DERP-FUDS). All applicable Federal, State, and local regulations shall be adhered to by the Contractor.

1.1.2 Work Required in the Contract

- a. Preparing and implementing a Remedial Action Management Plan (RAMP), which consists of a series of individual work plans.
- b. Site preparatory work, including: clearing and grubbing, removing portions of an existing rock revetment, fence removal and relocation, temporary erosion and sediment control measures, and developing staging areas.
- c. Developing access/haul roads.
- d. Providing traffic control.
- e. Abandoning and protecting monitoring wells.
- f. Installing utilities, including water, electricity, and telephone.

- g. Installing three new bench marks and references on-site, setting up a local survey grid, initial site survey prior to site preparation, survey after subgrade preparation, settlement plates, and survey after preloading.
- h. Preparing the landfill surface for preloading described from bottom to top as follows: regrading of the existing landfill surface, followed by incorporating chipped and waste material from clearing and grubbing and other site activities into the landfill construction of the light non-aqueous phase liquid (LNAPL) collection trench, followed by placement of a thin layer of clean, imported soil over the landfill surface.
- i. Installing a temporary LNAPL collection and storage system, including trench, collection piping, geomembrane, trench backfill, and LNAPL collection sumps with skimmer pumps, controls, LNAPL storage tank, stabilized aggregate base course storage tank pad, concrete equipment pad, and pre-engineered compressor building.
- j. Placing a separation geotextile prior to placement of each preload sequence to delineate the subgrade soil from the soil used for preload.
- k. Preloading of the landfill site conducted in five sequential sections from 40 to 60 days per section using imported fill, as approved by the Contracting Officer (CO).
- l. Operation and maintenance for the duration of construction and a period following construction, including stormwater and sediment control, operation and maintenance of the temporary LNAPL collection and storage system, maintenance of the boom for the control of LNAPL release, and disposal of collected LNAPL. Monitoring of wells, LNAPL in monitoring wells, and settlement plate elevations will be conducted by the CO or by others under a separate contract.

1.1.3 Existing Conditions

1.1.3.1 Stockpiled Materials

It is the intent of the Corps to have stockpiled dredge material removed from the site prior to start of field work.

1.1.3.2 Clearing and Grubbing

Several pieces of large, inert, scrap metal as well as several junk vehicles were observed during the site orientation. No additional information concerning quantities of scrap metal or junk vehicles is available.

The handling and disposal of hazardous materials is not a primary objective of this contract, however, the possibility exists that hazardous materials may be encountered during clearing and grubbing or debris removal activities. If encountered, disposal of hazardous materials would be addressed as a separate issue.

1.1.3.3 LNAPL Trench

Surficial oversize debris and/or large scrap metal debris were observed in the vicinity of the trench excavation during the site orientation. No additional information is provided. For estimating purposes, subsurface debris requiring over excavation of 1/3 the volume of the neat line trench excavation should be used.

PART 2 PRODUCTS (NOT USED)

PART 3 PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01145

SITE-SPECIFIC SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 CONDUCT OF WORK

1.1.1 Coordination

Coordination with agencies, other on-site contractors, and ongoing operations along Cathlamet Bay, shall be made through the Contracting Officer (CO) to assist the Contractor to perform the work with a minimum of interference and inconvenience. The project site is located on property occupied by active facilities. All such activities use the main entry gate for access.

1.1.2 Keys/Cardkeys

When keys are required for access to facilities on this contract, they shall be obtained through the CO.

1.1.2.1 The Contractor shall be responsible for Government-owned keys issued for access to facilities or areas pertinent to this contract.

1.1.2.2 Upon completion of the work in an area, or upon request of the CO, the key or keys relevant to the completed areas shall be returned.

1.1.2.3 Should the Contractor lose a key:

- a. The CO shall be notified, in writing, within 3 working days after the loss is discovered; and
- b. Should the key not be found before final acceptance, the final contract payment shall be reduced by \$100 for each key not returned.

1.1.3 Work Hours

Work hours in the project area shall be 7:00 a.m. to 6:00 p.m. daily, Monday through Friday, excluding holidays. Requests for alternate work schedules may be considered, but must be approved by the CO. Alternate work schedules may not be approved if a Government quality assurance inspector is not available to be on site during the proposed work hours.

1.2 GENERAL ACCESS REQUIREMENTS

The project site area is presently secured by fences and limited-access gates.

1.2.1 Entry Gate

The Site is within a fenced area and access is controlled at the gate from North Tongue Point Road, and landfill access is controlled at the gate at the interior access road.

1.2.2 Irregular or Non-Routine Access

Access on a regular basis and during other than established working hours will require prior approval by the CO. Irregular or non-routine access of Contractor personnel to the controlled areas during nonduty hours may be granted by the CO's designated representative.

1.2.3 Maintenance of Access

The Contractor shall not obstruct or interfere with access by others to existing facilities adjacent to the project site during the work under this Contract.

1.2.4 Vehicle Parking

The Contractor's vehicles shall only park in approved areas in accordance with the parking plan, submitted as part of the Site Plan in accordance with Section 01500 TEMPORARY CONSTRUCTION FACILITIES and approved by the CO.

1.3 COORDINATION AND COOPERATION WITH OTHER CONTRACTORS

1.3.1 Other Work in the Vicinity of or Adjacent to Project Site

Work by others may be performed in the vicinity of or adjacent to the project site in concurrence with the scheduled performance of Work under these Contract Documents. The Contractor shall coordinate construction work with Washington North Tongue Point Group and other contractors to minimize conflicts and to maintain a cooperative effort in completion of the Work. The primary point of contact for Washington North Tongue Point Group is Jennifer Paulson, telephone (503) 325-6407, fax (503) 325-4093, at the following address:

Washington North Tongue Point Group
Route 5, Hangar 3
Astoria, OR 97103

1.4 CONSTRUCTION SCHEDULE REQUIREMENTS

1.4.1 Schedule

The work shall be planned, scheduled, and performed in phases to complete the work within the requirements of these contract documents and the requirements of appropriate Federal, state, and

local agencies. Scheduling shall conform to the requirements in Section 01320 PROJECT SCHEDULE. The proposed sequence of Phase I work is:

- a. Pre-construction work plans and submittals
- b. Mobilization of personnel, equipment, materials, and supplies
- c. Site preparation
- d. Access/haul roads
- e. Utilities
- f. Temporary LNAPL collection and storage system
- g. Preload the landfill surface in five sequential sections
- h. Cleanup and demobilization

1.4.2 Milestones

In conjunction with the completion schedule under Section 00800, paragraph SC-1, the Contractor shall incorporate the following milestone into the work sequence:

- a. The Remedial Action Management Plan (RAMP), or sections of the RAMP, must be approved prior to conducting on-site work for which the approval(s) apply.
- b. The first preload stockpile shall be placed no later than 75 calendar days after Notice to Proceed.
- c. Each preload shall surcharge the landfill for a maximum of 60 calendar days, and 5 calendar days are preload stockpile relocation.
- d. The total preload period following placement of the first preload stockpile and including movement of stockpiles from one stage to the next is 320 calendar days.

1.4.3 Constraints

The following special constraints have been identified as having an impact on the performance of the Work. It is not intended to be a comprehensive list of constraints that will result from the execution of the Work, but as an aid to the Contractor in development of schedules and in executing the Work. Additional constraints may exist or develop as a result of required Work execution or Contractor's proposed work methods or sequence. In any event, the Contractor is responsible for compliance with the requirements of the various specification sections and the work procedures and protection requirements contained therein and establishing all constraints associated with the Work execution and incorporating them into Work schedules and proposed construction activities.

- a. Work plan must be approved prior to major construction, unless specific permission is received in writing from the CO.

- b. Erosion and sediment control measures must be in place prior to major construction.
- c. Construction of permanent access road upgrades and initial temporary access haul roads must be completed prior to major construction.
- d. No work shall be conducted lower than the 10-foot MLLW elevation without prior approval from the CO.
- e. The area outside of the easement is owned by Washington North Tongue Point Group. Work in any areas outside of the easement must be coordinated with and approved by the CO and Washington North Tongue Point Group.
- f. No work shall be conducted in any wetlands shown on the Drawings and restricted areas unless coordinated with and approved by the CO.

1.4.4 Notice to Proceed (NTP)

The Government plans to issue separate NTPs. The first to initiate preparation of the RAMP. A second NTP, to initiate field work, will be issued when the RAMP is substantially complete at the discretion of the Contracting Officer or the designated representative. The 75 days for placement of the first preload stockpile begins with the issuance of the second NTP.

1.5 PERSONNEL IDENTIFICATION

1.5.1 Employee Listing

The Contractor shall submit a complete listing of Contractor personnel, including job title and identification credential number, who will be working on the project. This listing shall be updated as needed to ensure that the Government has been notified of any changes of Contractor Personnel in advance of new personnel engaging in work on the project. The Government will allow access to the controlled areas of only the Contractor Personnel authorized in advance and included on the employee listing.

1.5.2 Identification Credentials

Contractor personnel shall either be issued a photo identification card (ID) by the Contractor or agree to provide their individual vehicle driver's license as an appropriate identification credential. In either case, the identification number shall be included on the listing required above. If the Contractor determines to issue ID cards to its employees, the following information shall be included:

Contractor Identification and Card Number Indicating Employees:

- | | | | |
|---|-------------------|---|------------|
| o | Full Name | o | Height |
| o | Current Address | o | Weight |
| o | Birth Date | o | Hair Color |
| o | Recent Photograph | o | Eye Color |

1.5.3 Employee Termination

If a Contractor employee resigns or is terminated the Contracting Officer, or designated representative shall be so notified at the earliest opportunity, but in no case later than the start of the succeeding workday.

1.5.4 Access Control

Contractor personnel shall be instructed to present identification credential upon request by proper authority as established by the Contracting Officer.

1.6 UTILITY OUTAGES

The Contractor shall coordinate utility outages with the CO at least 7 calendar days in advance. Outages shall be kept to a minimum, and any one outage shall not last more than 4 hours. Describe the reason, anticipated length of time, and areas affected by the outage in a written request. Provide temporary provisions for continuous power supply to critical existing facility components if requested by the CO.

Perform Work continuously during critical utility connections and changeovers, and as required to prevent lengthy interruption of utility service. The Contractor must have the permission of the CO prior to causing any interruption of utility service.

1.7 PROTECTION OF PROPERTY

In addition to requirements of the Contract Clauses, the Contractor shall protect all property, Government or private, within or in the vicinity of the work site. The Contractor shall ensure that it is not removed, damaged, destroyed, or prevented from its normal use unless so designated in the Contract Documents. All property adjacent to the work shall be protected including, but not be limited to, protection from construction generated dust, debris, water, excessive noise, and vibration. Property includes land, utilities, landscaping, markers and monuments, wells, buildings, structures, site and drainage improvements, whether shown on the Drawings or not.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01410

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The Contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations. Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of land, water, and air, and includes management of visual aesthetics, emissions, dust, noise, solid waste, as well as other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall ensure compliance with this section by subcontractors.

1.1.1 Submittals

Government approval is required for submittals with a “GA” designation; submittals having an “FIO” designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES.

SD-01 Data

Environmental Protection Plan; GA

The Contractor shall submit an Environmental Protection Plan within 45 calendar days after receipt of the notice to proceed (NTP), as part of the Remedial Action Management Plan (RAMP), Section 01400. Approval of the Contractor’s plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Environmental Protection Plan shall include, but shall not be limited to, the following:

- a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor’s proposed operations and the requirements imposed by those laws, regulations, and permits. The Contractor will be provided a list of applicable or relevant appropriate requirements (ARARs) previously compiled for the remediation project.
- b. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses, and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources, and wetlands.

- c. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the Environmental Protection Plan.
- d. Location of the solid waste disposal area.
- e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Traffic control plan including measures to reduce erosion and deterioration of temporary roadbeds by construction traffic, especially during wet weather, and to limit and remove the amount of mud transported onto paved public roads by vehicles or runoff.
- h. Methods of protecting surface water and groundwater during construction activities.
- i. Plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Plan shall include measures for marking and maintaining the limits of use areas and restricted wetland areas.
- j. Drawing of borrow area location. Protection measures required at the work site shall apply to the borrow areas including final restoration for subsequent beneficial use of the land.
- k. A recycling and waste prevention plan with a list of measures to reduce consumption of energy and natural resources; for example: the possibility of shredding fallen trees and using them as mulch shall be considered as an alternative to burning or burial.
- l. Training for the Contractor's personnel during the construction period.
- m. Spill prevention, control, and countermeasure plan, including the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, 40 CFR 761.65(c) and/or regulated under State or Local laws and regulations. The plan shall also address containment and cleanup of sheens that may be released to the adjacent water body. This plan supplements the requirements of EM 385-1-1 and shall include as a minimum:
 - 1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the CO and the local Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable

quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.
3. Training requirements for Contractor's personnel and methods of accomplishing the training.
4. A list of materials and equipment to be immediately available at the Site, tailored to cleanup work of the potential hazard(s) identified.
5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
6. The methods and procedures to be used for expeditious contaminant cleanup.

Preconstruction Survey; GA

Prior to starting any on-site construction activities, the Contractor and the Contracting Officer (CO) shall make a joint condition survey after which the Contractor shall prepare a brief report indicating on a layout plan the condition of trees, shrubs, grassed areas, and wetlands immediately adjacent to work sites and adjacent to the assigned work/staging areas and access routes as applicable. This report will be signed by both the CO and the Contractor upon mutual agreement as to its accuracy and completeness.

SD-13 Certificates

Filter Fabric Fence; GA

The Contractor shall provide Manufacturer's product data indicating the materials meet the requirements of the Drawings and specifications.

Rolled Erosion Control Product; GA

The Contractor shall provide Manufacturer's product data indicating the materials meet the requirements of the Drawings and specifications.

Straw Mulch

The Contractor shall provide Manufacturer's certified QA test results or certificates for samples from products a minimum of 14 calendar days prior to delivery to the site.

1.1.2 Permits

The Contractor shall obtain all needed permits, certifications, or licenses. Permits for on-site work are not required for this project; however, the Contractor must comply with substantive

portions of the permit. The Government will not obtain any permits for this project; see Contract Clause PERMITS AND RESPONSIBILITIES. The Contractor shall be responsible for implementing the terms and requirements of the appropriate permits as needed and for payment of all fees.

1.1.3 Meetings

The Contractor shall meet with the CO to alter the Environmental Protection Plan as needed for compliance with the requirements of Section 01451 ENVIRONMENTAL PROTECTION.

1.1.4 Notification

The CO will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State, or local laws or regulations, permits, and other elements of the Contractor's Environmental Protection Plan. Contractor shall, after receipt of such notice, inform the CO of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

1.1.5 Litigation

If work is suspended, delayed, or interrupted due to a court order of competent jurisdiction, the CO will determine whether the order is due in any part to the acts or omissions of the Contractor, or subcontractors at any tier, not required by the terms of the contract. If it is determined that the order is not due to the Contractor's failing, such suspension, delay, or interruption shall be considered as ordered by the CO in the administration of the contract under the contract clause SUSPENSION OF WORK.

1.1.6 Previously Used Equipment

The Contractor shall thoroughly clean all construction equipment previously used at other sites before it is brought into the work areas, ensuring that soil residuals are removed and that egg deposits from plant pests are not present; the Contractor shall consult with the U.S. Department of Agriculture (USDA) jurisdictional office for additional cleaning requirements.

1.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the Drawings and Specifications. Prior to the beginning of any construction, the Contractor shall identify the land resources to be preserved within the work area. Except in areas indicated on the Drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, wetlands, and land forms without permission. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times

as defined in the following subparagraphs. Stone, earth or other material displaced into uncleared areas shall be removed.

1.2.1 Work Area Limits

Prior to construction, the Contractor shall mark the areas that are not to be disturbed under this contract, including wetlands. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers and monitoring wells and implants not scheduled for abandonment on the Drawings and Specifications shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

1.2.2 Landscape

Trees, shrubs, vines, grasses, land forms, wetlands, and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

1.2.3 Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the CO.

1.2.4 Disturbed Areas

The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

- a. Retardation of runoff and prevention of runoff channelization. Runoff from the construction site or from storms shall be retarded by means of surface roughening, site fencing, and the preservation of a vegetated buffer area around the site, and by any measures required by area-wide plans under the Clean Water Act.
- b. Erosion and sedimentation control devices. The Contractor shall install temporary and permanent erosion and sedimentation control features as indicated on the Drawings. Filter fabric fencing, crossing control matting, quarry spalls stabilization area, and mulches shall be maintained until permanent drainage and erosion control facilities are completed and operative.

1.2.5 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the Drawings or as directed by the CO. Temporary movement or relocation of the Contractor facilities shall be made only when approved by the CO. Stockpile areas shall be managed to minimize erosion and to prevent sediment from entering nearby waters. Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the Drawings and to prevent erosion of soil or sediment from entering nearby waters. Spoil areas shall be developed in accordance with the grading plan indicated on the Drawings. Temporary excavation and embankments for work areas shall be controlled to protect adjacent areas from despoilment.

1.2.6 LNAPL Releases to Soil

During preloading, LNAPL may be released to the ground surface at any of the seeps previously identified, or at other locations on the landfill surface. The Contractor shall inspect the landfill weekly during preloading for the presence of such light non-aqueous phase liquids (LNAPL) releases. If the Contractor detects such a release, the Contractor shall collect the LNAPL and LNAPL-contaminated soil, and dispose of it per Paragraph 1.5 WASTE DISPOSAL. [For estimating purposes a quantity not greater than 5-gallons per week should be used.](#)

1.3 WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation when such application may cause contamination of the fresh water reserve. Monitoring of water areas affected by construction shall be the Contractor's responsibility. All water areas affected by construction activities shall be monitored by the Contractor. During preloading, LNAPL may be released to surface water at any of the seeps previously identified. The Contractor shall inspect the LNAPL containment boom weekly during preloading for the presence of LNAPL releases. If the Contractor detects such a release, the Contractor shall collect the LNAPL and dispose of it per paragraph 1.5 WASTE DISPOSAL.

1.3.1 Washing and Curing Water (Not Used)

1.3.2 Diversion Operations

Construction operations for dewatering shall be controlled at all times to limit the impact of water turbidity on the habitat for wildlife and on water quality in Mill Creek and Cathlamet Bay.

1.3.3 Stream Crossings (Not Used)

1.3.4 Fish and Wildlife

The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations. The Oregon Department of Fish and Wildlife (ODFW) has designated Mill Creek as “Essential Indigenous Anadromous Salmonid Habitat” (OAR 141-102) and established a “Preferred Work Period” of July 1 to September 15 for work potentially affecting such habitat. Additionally, the ODFW established “Preferred Work Period” for the Columbia River Estuary (from the mouth of Tongue Point) is from November 1 to February 28.

1.4 AIR RESOURCES

Equipment operation and activities or processes performed by the Contractor in accomplishing the specified construction shall be in accordance with the State’s Air Quality rules (OAR 340-020 General Air Pollution Control Regulations, OAR 340-200 General Air Pollution Procedures and Definitions and OAR 202 Ambient Air Quality Standards and Prevention of Significant Degradation Requirements), and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency (40 CFR 50 National Primary and Secondary Air Quality Standards) shall be maintained. Monitoring of air quality shall be the Contractor’s responsibility. All areas affected by the construction activities shall be monitored by the Contractor.

1.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause Federal and State air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

1.4.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

1.4.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

1.4.4 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environmental damage by noise. The Contractor shall comply with the provisions of the Oregon Noise Control Regulation (Oregon Administrative Rules, OAR 340-035) .

1.5 WASTE DISPOSAL

Disposal of wastes shall be as specified in Section 02120 TRANSPORTATION AND DISPOSAL OF WASTE MATERIALS and as specified below.

1.5.1 Solid Wastes

Solid wastes, excluding waste material specified to be disposed of in the on-site landfill in accordance with Section 02120 TRANSPORTATION AND DISPOSAL OF WASTE MATERIALS, shall be placed in containers that are emptied on a regular schedule. Handling and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste becomes co-mingled with solid waste. The Contractor shall transport solid waste, excluding clearing debris, off Government property and dispose of it in compliance with Federal, State (OAR 340-093 Solid Waste General Provisions), and local requirements for solid waste disposal approved by the CO. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to off-site disposal of solid wastes.

1.5.2 Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the CO. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches (15 centimeters [cm]) of the top. Wastes shall be disposed of in accordance with Federal, State, and local laws and regulations.

1.5.3 Hazardous Wastes

The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing and shall collect waste in suitable containers observing compatibility LNAPL collected in the LNAPL storage tanks shall be managed as a Toxic Substances Control Act (TSCA)-regulated waste as defined in Section 02120 TRANSPORTATION AND DISPOSAL OF WASTE MATERIALS. The Contractor shall transport hazardous waste off Government property and dispose of it in compliance with

Federal, State (OAR 340-100 to 340-103), and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the CO. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

1.5.4 Burning

Burning will not be permitted.

1.6 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

No historical, archaeological, and cultural resources within the Contractor's work area have been identified. If during excavation or other construction activities any previously unidentified or unanticipated resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. The Contractor shall take precautions to preserve all such resources as they existed at the time they were first pointed out. The Contractor shall provide and install protection for these resources and be responsible for their preservation during the life of the contract. Resources covered by this paragraph include but are not limited to any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rocks or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the CO. While waiting for instructions the Contractor shall record, report, and preserve the finds in accordance with the National Historic Preservation Act and 43 Code of Federal Regulations Subtitle A Part 7, Protection of Archaeological Resources.

1.7 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction.

1.8 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

1.9 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant. These facilities include erosion and sediment control (ESC) facilities such as the filter fabric fences, hay or straw bale barriers, Rolled Erosion Control Products and straw soil covers described in this document. They also include the LNAPL containment boom that is currently in use at the site to prevent material from landfill seeps from entering Mill Creek or Cathlamet Bay.

Maintenance on ESC facilities shall include a minimum of biweekly inspections to ensure proper functioning. Inspections shall also be performed within 48 hours following any 24-hour period with greater than 1.0 inch (2.5 centimeters [cm]) of rainfall to assess

performance. This will require the Contractor to monitor rainfall amounts by checking with the Weather Service or provide and monitor an onsite range gauge. ESC materials shall be reinforced, repaired or replaced as necessary to prevent further erosion.

Maintenance of the LNAPL containment boom during Phase I shall consist of a minimum of biweekly inspections from the shore during low tide, followed by appropriate response actions. Inspections shall also be performed within 48 hours following any 24-hour period with greater than 1.0 inch (2.5 cm) of rainfall. Inspections and maintenance of the boom shall address the following:

- a. Items missing from the boom that need to be replaced
- b. Alignment of boom; ensure that it is floating properly
- c. Assess the need to replace absorbent material

If absorbent material requires replacement, the Contractor shall inform the CO within 24 hours of the determination. The replacement and disposal of exhausted absorbent material is not part of this Contract.

1.10 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental pollution control.

PART 2 PRODUCTS

2.1 FILTER FABRIC FENCE

2.1.1 Geotextile

- a. Manufacturer's fabric specifications must be submitted for approval and must be available on-site.
- b. Geotextile shall be a woven monofilament or non-woven fabric. Slit-film fabric shall not be used.
- c. Apparent opening size ([AOS], American Society for Testing and Materials [ASTM] D-4751) shall be 100 to 140.
- d. Water peritvity (ASTM D-4491): 0.02 sec⁻¹ minimum
- e. Grab tensile strength (ASTM D-4632): 100 pounds (45 kilograms) minimum
- f. Grab tensile elongation (ASTM D-4632): 30 percent maximum

- g. Ultraviolet resistance (ASTM D-4355): 70 percent minimum

2.1.2 Posts: 2 inch by 4 inch (5 cm by 10 cm) wood or steel fence posts with the minimum length indicated on the Drawings.

2.2 STRAW MULCH

Straw mulch shall be air-dried and free of undesirable seed, weeds, and coarse material.

2.3 ROLLED EROSION CONTROL PRODUCT (RECP)

The RECP shall consist of machine-fabricated biodegradable mats (either straw or coconut fiber, or combination) covered by a biodegradable netting. Acceptable products include the following, or equivalent:

Bon Terra? EcoNet? ENCS2
North American Green 5150 BN

If equivalent product is planned to be used, submit product proposed for approval; and maintain a copy of manufacturer's specifications on-site.

PART 3 EXECUTION

3.1 FILTER FABRIC FENCE

3.1.1 Construction

- a. Perimeter filter fabric fence: Prior to other land-distributing or intrusive activities
- b. Silt fence in trench: 8 inches wide by 12 inches deep (20 cm by 30 cm); backfill trench with compacted native soil (see Drawings)
- c. Fence posts: Maximum separation, 6 feet (2 meters [m])
- d. Posts: Drive 30 inches (76 cm) into ground
- e. Fabric: Stapled to posts per manufacturer's recommendations
- f. Alignment: Follow contours, within a tolerance of 1 vertical foot (0.3 m)
- g. Fence ends: Extend upslope perpendicular to the contour for a distance of at least 6 feet (2 m) to inhibit flow around the end of the fence
- h. Fence sections: Overlap at least 10 feet (3 m)

3.1.2 Maintenance

- a. Inspection: A minimum of bi-weekly and within 48 hours after any rain fall event greater than 1.0 inch in a 24-hour period; any damage shall be repaired immediately.
- b. Channalized flow parallel to the fence: If trapped sediment is evident, remove the trapped sediment
- c. Sediment at a depth of 6 inches (15 cm): Remove sediment
- d. Photo-degraded or damaged fabric: Replace
- e. Final site stabilization: Remove fence

3.2 STRAW MULCH

3.2.1 Application

- a. Unvegetated landfill areas and stockpile areas not protected by other means
- b. Rate: 3 tons/acre (6.6 metric tons/hectare) (3 bales per 1,000 ft² [93 m²], or 3 inches (7.6 cm) thick)
- c. Prepare soil for mulch by scarifying to a minimum depth of 4 inches (10 cm)
- d. Secure mulch to soil: “Crimp” straw into soil by operating tracked vehicle parallel to slope (up and down slope).

3.2.2 Maintenance

- a. Stockpiled straw: 10 percent of covered area
- b. Inspect straw mulch: A minimum of biweekly and following any 24-hour period with greater than 1.0 inch (2.5 cm) of rainfall; inspect within 48 hours of the rainfall event; repair by replacing straw and re-crimping

3.3 ROLLED EROSION-CONTROL PRODUCT (RECP)

3.3.1 Preload Pile Application

- a. Placement: As soon as practical following completion of pile; prepare smooth surface by operating tracked vehicles on pile
- b. Installation: Manufacturer’s recommendations (overlap a minimum of 6 inches [15 cm])
- c. Top of slope: Place in a trench at least 6 inches wide by 6 inches deep (15 cm by 15 cm), backfilled with native soil or preload material

- d. Staple: Manufacturer's recommendations
- e. Reuse RECP at each preload stockpile
- f. Inspection: A minimum of biweekly and following any 24-hour period with greater than 1.0 inch (2.5 cm) of rainfall; inspect within 48 hours of the rainfall event. Repair and re-staple areas where good contact with ground has been lost; maintain extra RECP (10 percent) on site for repair work

END OF SECTION

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SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a “GA” designation; submittals having an “FIO” designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES.

SD-01 Data

Site Plan; GA

The Contractor shall submit a Site Plan within 45 calendar days after the notice to proceed (NTP), as part of the Remedial Action Management Plan (RAMP), Section 01400. The Site Plan shall indicate the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area details of the fence installation, and employee parking areas. Any areas that may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

SD-18 Records

Identification of Employees, FIO

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer (CO). Prescribed identification shall immediately be delivered to the CO for cancellation upon release of any employee. The Contractor and subcontractor personnel shall wear markings on hard hats clearly identifying the company for whom the employee works.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

1.2.1 Temporary Water and Electricity

The Contractor shall provide temporary water and electricity required for construction. Materials may be new or used and shall be adequate for the required usage, shall not create unsafe conditions, and shall not violate applicable codes and standards.

1.2.2 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the CO requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction. Sanitary facilities shall be equipped with a hand-washing station. Government toilet facilities will not be available to the Contractor's personnel.

1.2.3 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities required.

1.2.4 Protection

Contractor shall locate and mark existing utilities and protect them from damage. Damaged utilities shall be repaired at Contractor's expense.

1.3 TEMPORARY ELECTRIC WIRING

1.3.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electric Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by skilled electrical tradesmen.

1.3.2 Construction Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electric Code.

1.3.3 Submittals

Submit detailed drawings of temporary power connections. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S, and all site trailer connections.

1.4 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of construction.

1.5 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.5.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 3 feet by 4 feet (91 centimeters [cm] by 122 cm) in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the CO. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the CO. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by the Contractor from the Site and shall remain the property of the Contractor.

1.5.2 Project and Safety Signs

Contractor shall furnish and install one project identification sign and one safety performance sign in accordance with conditions hereinafter specified and layout shown on drawings attached at end of this section. On safety performance sign all lettering shall be painted black on white background using exterior-type paint. Signs shall be maintained in excellent condition throughout life of job. Project sign shall be located as directed. The project and safety signs shall be erected within 15 calendar days after receipt of the Notice to Proceed (NTP). The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of project, signs shall be removed and shall remain the property of Contractor.

1.6 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporarily relocate roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the CO. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the state and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the Site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.6.1 Haul Roads

The Contractor shall construct access and haul roads necessary for proper prosecution of the work under this contract in accordance with Section 02241 BASE COURSE and Section 02373 SEPARATION/FILTRATION GEOTEXTILE. Temporary access roads over the preload stockpile area and landfill in general shall be constructed by the Contractor, as necessary, to protect underlying materials of construction, utilities, pipes, etc., and to avoid undo contact with landfill debris. The temporary access roads shall be a minimum of 12 inches thick. Haul roads over the prepared preload areas shall be constructed to ensure that the 4-inch sand/gravel layer and separation geotextile remain intact during the preload stockpile placement operations. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of additional construction and hauling roads not shown on the Drawings necessary for work under this contract shall be subject to approval by the CO and at the Contractor's own expense. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the CO shall be removed.

1.6.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible, and with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.6.3 Gates

The Contractor shall remove the existing gate at the landfill entrance as shown in the Drawing and install a 24-foot-wide, double-leaf gate of the type and quality equal to the existing gate.

1.7 CONTRACTOR'S TEMPORARY FACILITIES

1.7.1 Staging Area

Contractor will be provided adequate open staging area as directed by the Contracting Officer.

Contractor shall be responsible for keeping staging area, and office area clean and free of weeds and uncontrolled vegetation growth. Weeds shall be removed by pulling or cutting to within 25 mm (1-inch) of ground level. Lawn areas shall be mown to keep growth to less

than 51 mm (2-inches). All loose debris and material subject to being moved by prevailing winds in the area shall be picked up or secured at all times.

If the area is not maintained in a safe and clean condition as defined above the Contracting Officer may have the area cleaned by others with the costs being deducted from the contractor's payment.

1.7.1.1 Employee Parking

The Contractor employees shall park privately owned vehicles in an area approved by the CO. This area shall be within reasonable walking distance of the construction site. The Contractor employee parking shall not interfere with existing and established parking requirements of the facilities.

1.7.1.2 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated Site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.7.1.3 Storage Area

The Contractor shall construct a temporary 6-foot-high chain link fence around trailers and materials located in the Contractor's storage area located outside of the secured landfill area. The fence shall include plastic strip inserts, colored green, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the CO away from the vicinity of the construction Site but within the adjacent areas. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each work day.

1.7.1.3.1 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair.

1.7.1.3.2 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

1.7.2 Supplemental Storage Area

Upon the Contractor's request, the CO will designate another or supplemental area for Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the adjacent areas. Fencing of materials or equipment will not be required at this Site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.7.3 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency and request periodic security checks of the temporary project field office.

1.8 DELETED

~~GOVERNMENT FIELD OFFICE~~

~~1.8.1 Resident Engineer's Office~~

~~The Contractor shall provide the CO with an office, approximately 200 square feet (19 square meters) in floor area, located where directed and providing space heat, air conditioning, electric light and power, and toilet facilities consisting of one lavatory, and three telephone hookups (one for computer and one for fax transmission). The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds. The Contractor shall furnish a computer, fax machine, and copy machine and sufficient electrical outlets for this equipment. A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. Office equipment including desks, chairs, file cabinets, storage shelves, computers, fax, and a copy machine shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the Site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the CO.~~

~~1.8.2 Trailer Type Mobile Office and Sanitation Facilities~~

~~The Contractor may, at its option, furnish and maintain a trailer type mobile office acceptable to the CO and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds. The sanitation facilities meeting State and local codes and regulations shall be provided and maintained for all onsite personnel. Sanitation facilities shall be removed at the completion of construction.~~

1.9 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to ensure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to ensure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

1.10 UTILITIES NOT SHOWN

The Contractor can expect to encounter, within the construction limits of the entire project, utilities not shown on the drawings and not visible as to the date of this contract. If such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer verbally and then in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed, the Contractor shall be entitled to equitable adjustment for any additional work or delay. The types of utilities the Contractor may encounter include waterlines, sewerlines (storm and sanitary), buried fuel tanks, septic tanks, other buried tanks, communication lines, and powerlines. These utilities may be active or abandoned utilities.

1.11 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, sanitation facilities and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

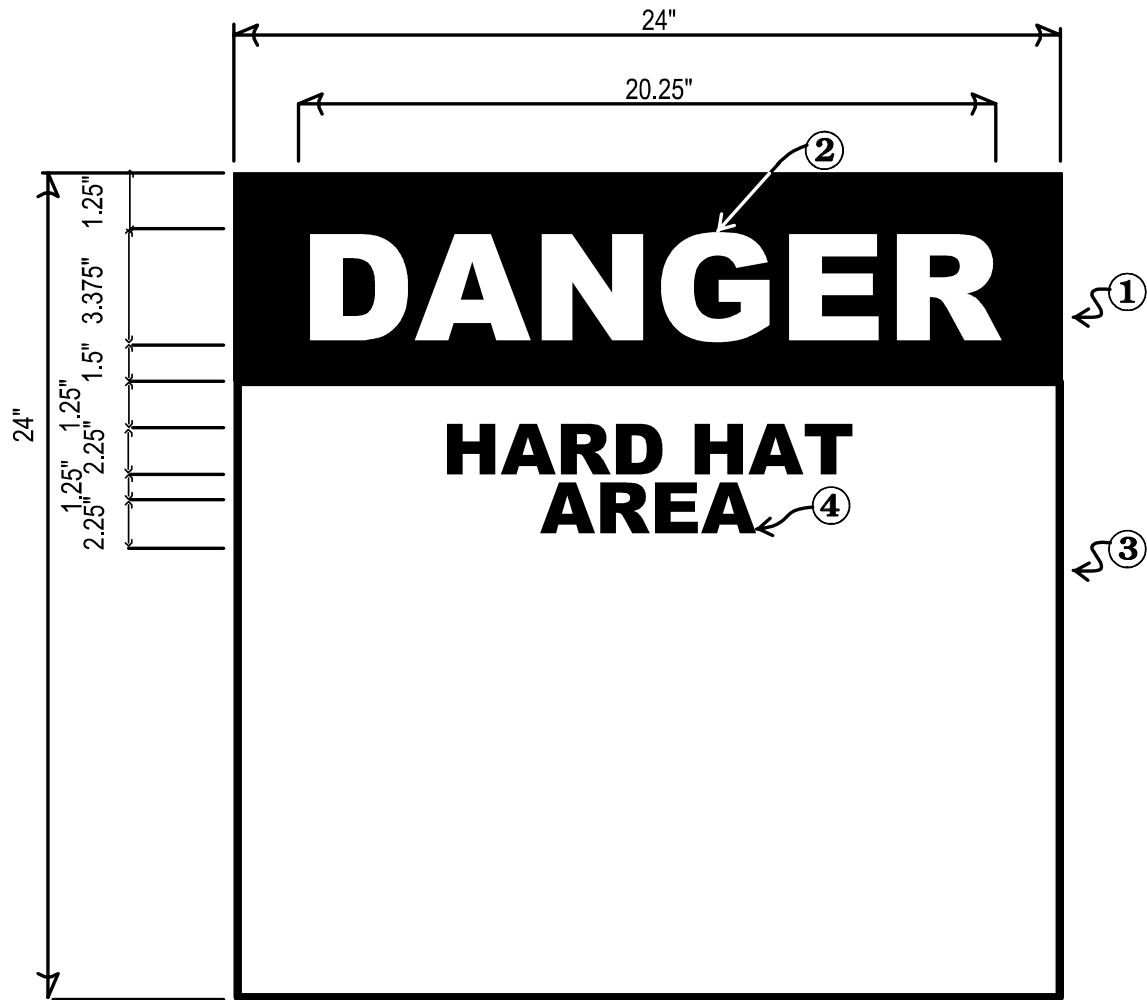
1.12 HARD HAT SIGNS

The Contractor shall provide 610 mm by 610 mm (24 by 24 inch) square Hard Hat Area signs at each entry to the project or work area as directed by the Contracting Officer. A minimum of two signs will be required. Signs shall be in accordance with the sketch at the end of this section.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



- SIGN SHALL BE FABRICATED FROM .125 THICK 6061-T6 ALUMINUM PANEL
 - COLOR
 1. SAFETY RED (SR)
 2. WHITE
 3. WHITE
 4. BLACK
 - LETTERING SHALL BE HELVETICA BOLD TYPOGRAPHY.
 - LETTERS AND BACKGROUND SHALL BE REFLECTIVE SHEETING MATERIAL.
 - SIGNS SHALL BE POSTED AT 6'-6" (BOTTOM SIGN TO GRADE) OR AS DIRECTED BY THE CONTRACTING OFFICER.
- LETTERING TO BE CENTERED ON PANEL.

<p>1</p> <p>4 1/2"</p> <p>2"</p> <p>5 1/4"</p> <p>2</p>	<div style="display: flex; justify-content: space-between; padding: 0 10px;"> 3" 3" 3'-6" 3" </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> 6" 4 1/2" 4 1/2" 6" </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> 2 1/4" 9 1/2" 7 7/8" 7 7/8" </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> 7 7/8" 7 3/4" </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> 2'-0" 3" 1'-9" 1" 1'-9" 2" </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> 6'-0" </div>
	<p>Design and Construction Supervised By:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 150px;"> <p>US Army Corps of Engineers Seattle District</p> </div> <p>Project Name 3</p> <p>Location 4</p> <p>Architect:</p> <p>Contractor: Smith Associates, Inc. Seattle, Washington</p> <p>6</p>

NOTES

1. ONE-TO TWO-LINE DESCRIPTION OF CORPS RELATIONSHIP TO PROJECT.
COLOR: BLACK
TYPEFACE: 1.25" HELVETICA REGULAR
MAX. LENGTH: 19"
2. CORPS COMMUNICATION MARK (2' X 2') WITH CASTLE AND DISTRICT NAME WILL BE GOVERNMENT FURNISHED. MOUNT AS SHOWN. DRILL 5/16" HOLES AND SECURE WITH 1/4" X 1 1/2" NC ALUMINUM BOLTS.
3. ONE-TO THREE-LINE PROJECT TITLE LEGEND DESCRIBES THE WORK BEING DONE UNDER THIS CONTRACT.
COLOR: BLACK
TYPEFACE: 3" HELVETICA BOLD
MAX. LENGTH: 42"
4. ONE-TO TWO-LINE IDENTIFICATION OF PROJECT OR FACILITY
COLOR: BLACK
TYPEFACE: 1.5" HELVETICA REGULAR
MAX. LENGTH: 42"
5. CROSS-ALIGN THE FIRST LINE OF PROJECT OR FACILITY WITH FIRST LINE OF THE CORPS SIGNATURE (US ARMY CORPS) AS SHOWN.

SCALE: 3/4"=1'-0"

6. ONE-TO FIVE-LINE IDENTIFICATION OF PRIME CONTRACTORS INCLUDING: TYPE (ARCH., GENERAL CONTRACTOR, ETC.) CORPORATE OR FIRM NAME, CITY, STATE.
COLOR: BLACK
TYPEFACE: 1.25" HELVETICA REGULAR
MAX. LENGTH: 21"
7. ALL TYPOGRAPHY IS FLUSH LEFT AND RAG RIGHT, UPPER AND LOWER CASE WITH INITIAL CAPITALS ONLY AS SHOWN.

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

CIVIL WORKS

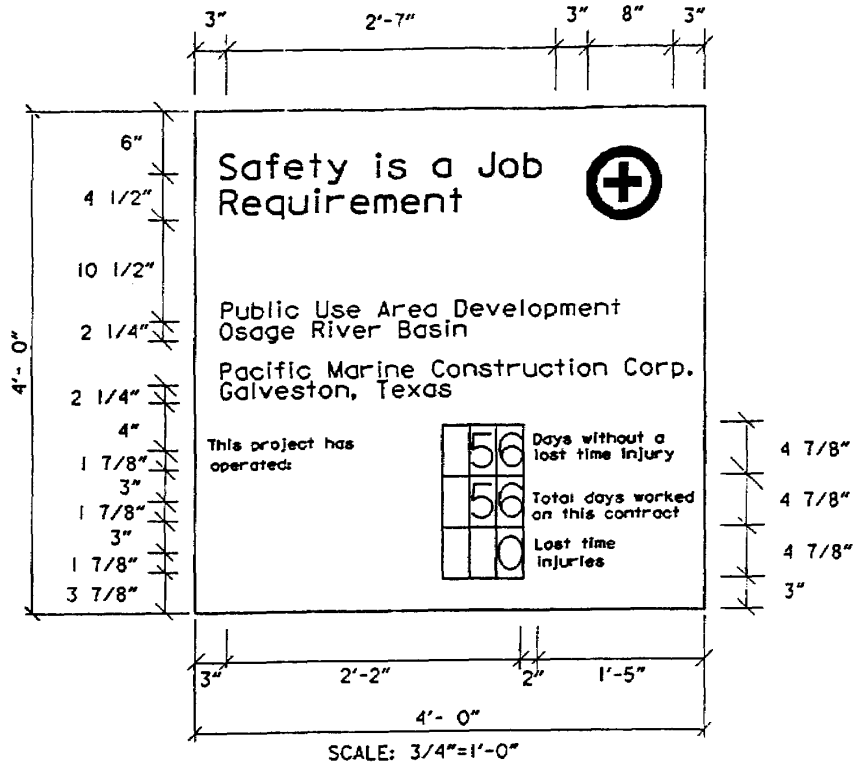
PROJECT IDENTIFICATION SIGN

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.

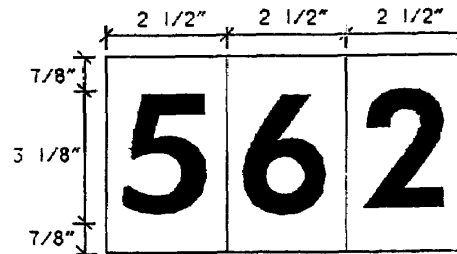
SCALE: AS SHOWN

REVISED 7 APRIL 1988

SHEET 1 OF 3



- STANDARD TWO-LINE TITLE "SAFETY IS A JOB REQUIREMENT", WITH 8" O.D. SAFETY GREEN FIRST AID LOGO.
COLOR: TO MATCH PMS 347.
TYPEFACE: 3" HELVETICA BOLD
COLOR: BLACK
- ONE-TO TWO-LINE PROJECT TITLE LEGEND DESCRIBES THE WORK BEING DONE UNDER THIS CONTRACT AND NAME OF HOST PROJECT.
COLOR: BLACK
TYPEFACE: 1.5" HELVETICA REGULAR
MAX. LINE LENGTH: 42"
- ONE-TO TWO-LINE IDENTIFICATION: NAME OF PRIME CONTRACTOR AND CITY, STATE ADDRESS.
COLOR: BLACK
TYPEFACE: 1.5" HELVETICA REGULAR
MAX. LINE LENGTH: 42"
- STANDARD SAFETY RECORD CAPTIONS SHOWN.
COLOR: BLACK
TYPEFACE: 1.25" HELVETICA REGULAR
- REPLACEABLE NUMBERS ARE TO BE MOUNTED ON WHITE .060 ALUMINUM PLATES AND SCREW-MOUNTED TO BACKGROUND.
COLOR: BLACK
TYPEFACE: 3" HELVETICA REGULAR
PLATE SIZE: 2.5" X 5"
- ALL TYPOGRAPHY IS FLUSH LEFT AND RAG RIGHT, UPPER AND LOWER CASE WITH INITIAL CAPITALS ONLY AS SHOWN.



NO SCALE

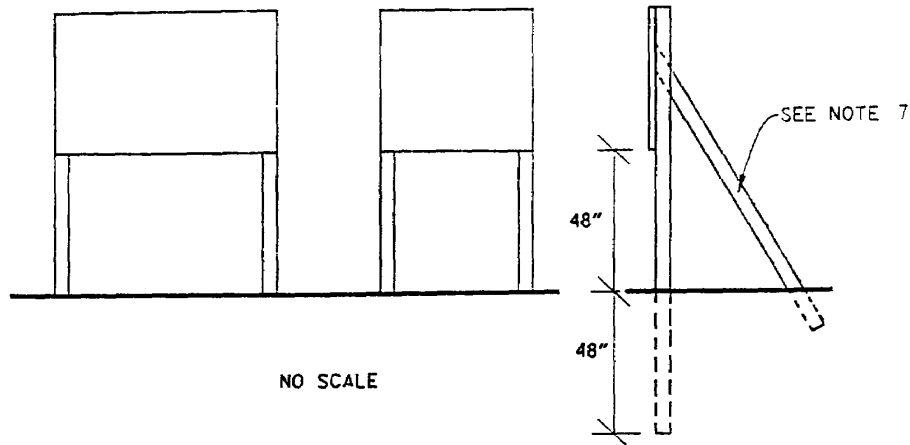
U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

CIVIL WORKS SAFETY PERFORMANCE SIGN

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.
REVISED 7 APRIL 1988

SCALE: AS SHOWN

SHEET 2 OF 3



1. THE SIGN PANELS ARE TO BE FABRICATED FROM 3/4" HIGH-DENSITY OVERLAY PLYWOOD.
2. SIGN GRAPHICS TO BE PREPARED ON A WHITE NON-REFLECTIVE VINYL FILM WITH POSITIONABLE ADHESIVE BACKING.
3. ALL GRAPHICS ON THE PROJECT SIGN ARE TO BE DIE-CUT OR COMPUTER-CUT NON-REFLECTIVE VINYL, PRE-SPACED LEGENDS PREPARED IN THE SIZES AND TYPEFACES SPECIFIED AND APPLIED TO THE BACKGROUND PANEL FOLLOWING THE GRAPHIC FORMATS SHOWN.
4. DRILL AND INSERT SIX .375" T-NUTS FROM THE FRONT FACE OF THE HDO SIGN PANEL. FLANGE OF T-NUT TO BE FLUSH WITH SIGN FACE.
5. APPLY GRAPHIC PANEL TO PREPARED HDO PLYWOOD PANEL FOLLOWING MANUFACTURERS' INSTRUCTIONS.
6. SIGN UPRIGHTS TO BE STRUCTURAL GRADE 4" X 4" TREATED DOUGLAS FIR OR SOUTHERN YELLOW PINE, NO. 1 OR BETTER. POST TO BE 12' LONG. DRILL SIX .375" MOUNTING HOLES IN UPRIGHTS TO ALIGN WITH T-NUTS IN SIGN PANEL. COUNTERSINK (1/2") BACK OF HOLE TO ACCEPT SOCKET HEAD CAP SCREW (4" X .375").
7. ASSEMBLE SIGN PANEL AND UPRIGHTS. IMBED ASSEMBLED SIGN PANEL AND UPRIGHTS IN 4' HOLE. LOCAL SOIL CONDITIONS AND/OR WIND LOADING MAY REQUIRE BOLTING ADDITIONAL 2" X 4" STRUTS ON INSIDE FACE OF UPRIGHTS TO REINFORCE INSTALLATION AS SHOWN.

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

CIVIL WORKS SIGN FABRICATION AND MOUNTING DETAILS

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.

SCALE: AS SHOWN

REVISED 7 APRIL 1988

SHEET 3 OF 3